

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

OLD REPUBLIC GENERAL  
INSURANCE CORPORATION,

Plaintiff,

v.

AMTRUST NORTH AMERICA, et al.,

Defendants.

No. 1:20-cv-00778-DAD-BAK

ORDER GRANTING JOINT MOTION TO  
VOLUNTARILY DISMISS DEFENDANT  
AMTRUST INTERNATIONAL UNDERWRITERS  
LIMITED FROM THIS ACTION

(Doc. No. 76)

On March 31, 2022, plaintiff Old Republic General Insurance Corporation and defendant Amtrust International Underwriters Limited (“AmTrust”) filed a joint motion requesting an order dismissing defendant AmTrust from this action, with prejudice, pursuant to Federal Rule of Civil Procedure 41(a)(2). (Doc. No. 76.) In the pending motion, the plaintiff and defendant stipulated that they “have no further dispute about whether AmTrust has a duty to defend the mutual insured in the underlying action” and agree that the plaintiff’s operative second amended complaint, as brought against defendant AmTrust, should be dismissed with prejudice. (*Id.* at 2.)

Dismissals under Rule 41 are not limited to dismissals of entire actions; a plaintiff may request voluntary dismissal of a single defendant from an action. *See Hells Canyon Pres. Council v. U.S. Forest Serv.*, 403 F.3d 683, 688 (9th Cir. 2005) (noting that Rule 41 “allow[s] the dismissal of *all* claims against *one* defendant, so that a defendant may be dismissed from the

entire action”). A district court should grant a motion for voluntary dismissal under Rule 41(a)(2) unless a defendant can show that it will suffer some plain legal prejudice as a result. *Waller v. Fin. Corp. of Am.*, 828 F.2d 579, 583 (9th Cir. 1987). Here, plaintiff and defendant AmTrust agree that AmTrust should be dismissed as a named defendant in this action, and the remaining defendants did not file any oppositions to the pending motion. Accordingly, the court will grant the joint motion and dismiss defendant AmTrust from this action with prejudice.<sup>1</sup>

Good cause appearing, it is hereby ordered that:

1. The motion to dismiss defendant Amtrust International Underwriters Limited from this action (Doc. No. 76) is granted;
2. Plaintiff’s claims against defendant Amtrust International Underwriters Limited in this action are dismissed, with prejudice;
3. The Clerk of the Court is directed to update the docket to reflect that defendant Amtrust International Underwriters Limited has been terminated as a named defendant in this action; and
4. The Clerk of the Court is further directed to update the docket to reflect that defendant Amtrust North America has been terminated as a named defendant in this action.

IT IS SO ORDERED.

Dated: April 7, 2022

  
UNITED STATES DISTRICT JUDGE

<sup>1</sup> In preparing this order, the court discovered that the operative second amended complaint no longer names “Amtrust North America”—i.e., a different entity than defendant Amtrust International Underwriters Limited— as a named defendant. (Doc. No. 19 at 1–3.) Thus, the court will direct the Clerk of the Court to update the docket to reflect that “Amtrust North America” is no longer a named defendant in this action.